

GROUND LESSOR'S ESTOPPEL CERTIFICATE

~~June~~ This Agreement is made and entered into as of the 21st day of ~~June~~ July, 1997 by and among SABEY CORPORATION, a Washington corporation ("Tenant"), NORTHWESTERN TRUST AND INVESTORS ADVISORY COMPANY, successor Co-Trustee to SEAFIRST BANK, as Co-trustee under the Will of Giuseppe Desimone, deceased, and as Co-Trustee under the Will of Assunta Desimone, deceased; and SUZANNE M. HITTMAN, as Co-Trustee under the Will of Giuseppe Desimone, deceased, and as Co-Trustee under the Will of Assunta Desimone, deceased; JACQUELINE E. DANIELI, as Co-Trustee under the Will of Giuseppe Desimone, deceased, and as Co-Trustee under the Will of Assunta Desimone, deceased (collectively, "Landlord"), and WASHINGTON MUTUAL BANK, a Washington corporation ("Bank").

RECITALS

A. Landlord is the owner and lessor of real property legally described on Exhibit A attached hereto (the "Property").

B. Landlord is the lessor and Tenant is the lessee under that certain ground lease dated June 1, 1987, as amended by amendment to ground lease dated October 27, 1987, as further amended by amendment to ground lease dated October 20, 1995 and as further amended by March 31, 1997 amendment to Oxbow ground leases, including Addendum No. 1 thereto (collectively, the "Ground Lease").

C. Bank and Tenant are parties to an executed loan commitment under which Bank has agreed to advance to Tenant the maximum amount of \$10,000,000 (the "Loan") to provide permanent financing for a commercial building located on the Property.

D. As an inducement to Bank to loan funds to Tenant, and as additional security for the loan of such funds, Bank requires from Landlord the representations, warranties and covenants contained in this Agreement. Landlord acknowledges that Bank and Tenant have negotiated their loan agreement in reliance on this Agreement.

FOR AND IN CONSIDERATION of the benefits to be derived from Bank's loan of funds to Tenant, the parties agree as follows:

AGREEMENT

1. Consent. Landlord understands and acknowledges that Tenant's leasehold interest will be encumbered by the lien of a

deed of trust, security agreement assignment of leases and rents and fixture filing in favor of Bank (the "Deed of Trust") and hereby consents to such encumbrance. The Deed of Trust will secure the payment of a Note with an original principal amount of \$10,000,000 (the "Note").

2. Estoppel. Landlord and Tenant represent and warrant that:

(a) Attached hereto as Exhibit B is a true, correct and complete copy of the Ground Lease together with all amendments thereto.

(b) The Ground Lease is unmodified and in full force and effect. The Ground Lease constitutes the entire agreement of Landlord and Tenant with respect to the Property and there are no other agreements or understandings, verbal or written, which affect the rights and liabilities of Landlord and Tenant to one another with respect to the Ground Lease and the Property.

(c) There is no default under the Ground Lease in payment of rent or, insofar as Landlord is presently aware, in the observance or performance of any other covenant or condition to be observed or performed by Tenant or Landlord thereunder and, insofar as Landlord is presently aware, no other event has occurred which does presently or would with the passage of time, the giving of notice or the expiration of a period of grace constitute a default by either party under the Ground Lease or create a right of termination of the Ground Lease by either party.

(d) There is no unpaid rent due Landlord from Tenant. Tenant's obligation to pay rent to Landlord is governed exclusively by the Ground Lease. Tenant does not currently owe Landlord any other sums relating to the Ground Lease or the Property.

(e) The property has been and is presently being used in accordance with the provisions of the Ground Lease.

(f) The Ground Lease term commenced on June 1, 1987 and terminates on May 31, 2007.

(g) Tenant has provided insurance as required by the Ground Lease.

(h) The annual rental under the Ground Lease is currently under review pursuant to paragraph 4.1 of the Ground Lease; the maximum current rent will not exceed \$15,362.32 per month.

3. Notices. Bank, as Tenant's lender, shall be deemed to be "Lessee's Lender" as provided in the Ground Lease and shall be entitled to receive notices of default as provided therein. Notices which Bank is entitled to receive pursuant to this Section 3 shall be delivered in the manner required by the Ground Lease to the address set forth below (or to such other address or addresses as Bank may from time to time designate in writing):

Washington Mutual Bank
1201 Third Avenue, WMT1013
Seattle, Washington 98101
Attention: Commercial Real Estate
Department

4. Nondisturbance. If Bank becomes the owner of Tenant's leasehold interest in the Property, or if that interest shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust, or if that interest is transferred by deed in lieu of foreclosure, the Ground Lease shall continue in full force and effect as a direct lease for the balance of the term of the Ground Lease between Landlord and Bank, a subsequent transferee of Bank or the purchaser of the leasehold interest at a foreclosure sale.

5. Eminent Domain. Tenant's share of the proceeds arising from an exercise of the power of eminent domain shall be disposed of as provided for by the Deed of Trust.

6. Casualty Loss. The Deed of Trust may provide for a manner for the disposition of insurance proceeds, if any, or for Tenant's interest in such proceeds, and in such event, as it relates to Tenant's interest, the Deed of Trust shall control.

7. No Merger. So long as the Deed of Trust is in existence, unless Bank shall otherwise expressly consent in writing, the fee title to the Property and the leasehold estate of Tenant therein created by the Ground Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of such fee title and such leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

8. Binding Effect. The Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Washington.

LANDLORD:

NORTHWESTERN TRUST AND INVESTORS
ADVISORY COMPANY

By
Its

David H. Miller
President

By
Its

James G. [Signature]
Vice President

As Co-Trustee under the Will of
Giuseppe Desimone, deceased, and
as Co-Trustee under the Will of
Assunta Desimone, deceased

Suzanne M. Hittman

SUZANNE M. HITTMAN, as Co-Trustee
under the Will of Giuseppe
Desimone, deceased and as Co-
Trustee under the Will of Assunta
Desimone, deceased

Jacqueline E. Danieli

JACQUELINE E. DANIELI, as Co-
Trustee under the Will of Giuseppe
Desimone, deceased and as Co-
Trustee under the Will of Assunta
Desimone, deceased

TENANT:

SABEY CORPORATION, a Washington
corporation

By

David A. Sabey
President

BANK:

WASHINGTON MUTUAL BANK, a
Washington corporation

By
Its

Kerry L. Nicholson
Vice President

STATE OF WASHINGTON)

COUNTY OF KING)

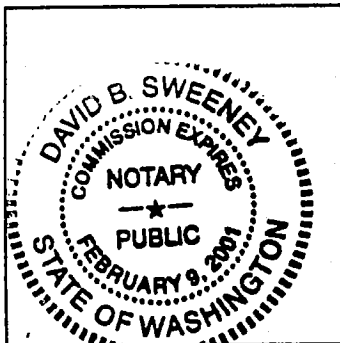
ss.

and James P. McGovern are

they were

I certify that I know or have satisfactory evidence that David C. Williams is the person^s who appeared before me, signed this instrument, on oath stated ~~he/she~~ was authorized to execute said instrument as Pres. and Vice Pres., of NORTHWESTERN TRUST AND INVESTORS ADVISORY COMPANY, to be the free and voluntary act of said corporation, as Co-trustee under the Will of Giuseppe Desimone, deceased, and as Co-Trustee under the Will of Assunta Desimone, deceased, for the uses and purposes mentioned in said foregoing instrument.

Dated this 3rd day of July, 1997.



Use this space for Notarial stamp/seal

David B. Sweeney
(Signature of Notary)

David B. Sweeney
(Legibly Print or Stamp Name of Notary)

Notary)

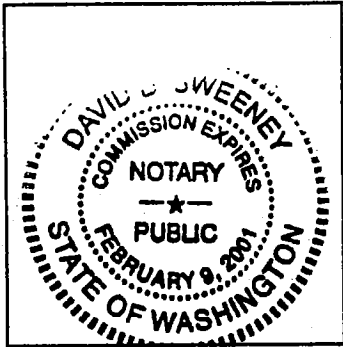
Notary public in and for the state of Washington, residing at Bellevue

My appointment expires 2/9/2001

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **SUZANNE M. HITTMAN** is the person who appeared before me, signed this instrument and acknowledged it to be her free and voluntary act and deed, as Co-Trustee under the Will of Giuseppe Desimone, deceased, and as Co-Trustee under the Will of Assunta Desimone, deceased, for the uses and purposes mentioned in said foregoing instrument.

Dated this 3rd day of July, 1997.



Use this space for Notarial
stamp/seal

David B Sweeney
(Signature of Notary)

David B. Sweeney
(Legibly Print or Stamp Name of

Notary)

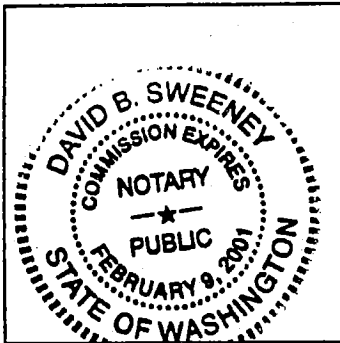
Notary public in and for the state of
Washington, residing at Bellevue

My appointment expires 2/9/2001

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that JACQUELINE E. DANIELI is the person who appeared before me, signed this instrument and acknowledged it to be her free and voluntary act and deed, as Co-Trustee under the Will of Giuseppe Desimone, deceased, and as Co-Trustee under the Will of Assunta Desimone, deceased for the uses and purposes mentioned in said foregoing instrument.

Dated this 3rd day of July, 1997.



Use this space for Notarial stamp/seal

David B Sweeney
(Signature of Notary)

David B. Sweeney
(Legibly Print or Stamp Name of

Notary)

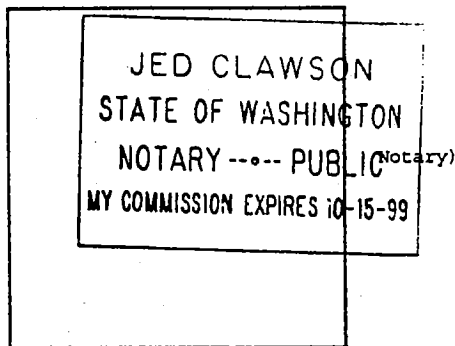
Notary public in and for the state of Washington, residing at Bellevue

My appointment expires 2/9/2001

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that DAVID A. SABEY is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of SABEY CORPORATION, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 22nd day of July, 1997.



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Jed Clawson
(Signature of Notary)
JED Clawson
(Legibly Print or Stamp Name of

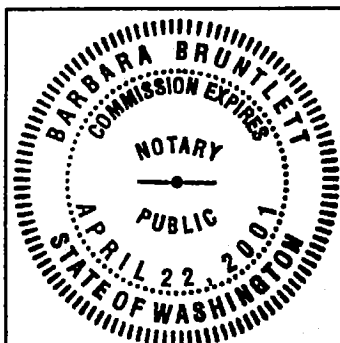
Notary public in and for the state of Washington, residing at Bellvue

My appointment expires 10-15-99

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kerry L. Nicholson is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of WASHINGTON MUTUAL BANK, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 18th day of July, 1997.



Use this space for Notarial
stamp/seal

Barbara Bruntlett

(Signature of Notary)

Barbara Bruntlett

(Legibly Print or Stamp Name of

Notary)

Notary public in and for the state of
Washington, residing at Seattle

My appointment expires 4-22-01

EXHIBIT A

The land is located in the county of King, state of Washington, and is described as follows:

AFTER THE ADJUSTMENT:

LOT 1

That portion of the Southeast quarter of Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

That portion of the Southeast quarter of Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows: COMMENCING at the Southwest corner of Government lot 11 in said Section 4; thence along the South line of said Government lot 11, South 89° 22' 06" East, 988.27 feet; thence North 14° 45' 08" West, 477.09 feet to an intersection with the North line of the South 460 feet of said Government lot 11 of Section 4 and the Northeastery margin of primary State Highway no. 1 as established by King County Superior Court Cause no. 529021; thence along said Northeastery margin, North 14° 45' 08" West, 689.81 feet to the Southwestery margin of that 200 foot Seattle Transmission line as established by ordinance no. 82986 of the city of Seattle, as condemned in King County Superior Court Cause no. 469557; thence continuing along said Northeastery margin, North 14° 45' 08" West, 22.70 feet to a point of spiral curvature; thence continuing along said Northeastery margin along a spiral curve to the left, the chord of which bears North 15° 07' 51" West, 152.94 feet to a point of simple curvature; thence continuing along said Northeastery margin, Northwestery 152.61 feet along the arc of a non-tangent curve to the left, having a radius of 3970.00 feet, the radius point of which bears South 74° 07' 22" West, through a central angle of 02° 12' 09" to the TRUE POINT OF BEGINNING; thence continuing along said Northeastery margin along said curve through a central angle of 02° 42' 51", an arc distance of 188.06 feet; thence North 11° 24' 57" East, 327.11 feet; thence North 48° 11' 44" East, 218.98 feet; thence South 41° 52' 51" East, 627.47 feet; thence North 48° 05' 28" East, 406.88 feet to a line 225 feet Northeastery of and parallel with the Southeastery extension of the centerline of a proposed waterway channel change (1910-1911); thence South 41° 52' 02" East along said parallel line, 777.43 feet more or less to the South line of Government lot 7, thence North 88° 47' 50" West along the South line of said Government lot 7, a distance of 1272.95 feet more or less to the northerly line of the Seattle Transmission Line; thence North 56° 13' 15" West along said Seattle Transmission Line, a distance of 125.93 feet; thence North 40° 20' 44" West, a distance of 44.19 feet more or less to the POINT OF BEGINNING.

EXHIBIT A

DFT 002271

EXHIBIT B

Attach Copy of Ground Lease

EXHIBIT B

DFT 002272